



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2940MV 5

EFFECTIVE BEGIN DATE: 06-24-2005
EXPIRATION DATE: 07-31-2006
PAGE: 1 of 4

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

**Tough Solutions Inc
39 Park PI Ste 300**

**Appleton, WI 54914
USA**

VENDOR CONTACT:

Michael Morse

PHONE: 920-882-3905 **EXT:** 102

EMAIL: morsemm@tough-solutions.com

VENDOR #: 20028781300

DESCRIPTION OF ITEMS CONTRACTED

Computer, Rugged Laptop 4 Law Enforcement per Bid 80500S356
Panasonic CF-18 Touch Screen Toughbook \$ 5,428.36 each per attached.
Rugged construction intended for use in all outdoor conditions encountered by Law Enforcement Personnel on duty.
Includes three year (3) OEM USA warranty including toll free 24 hour phone support.

See attached for full schedule and options.

Net 60 Payment terms.

The State does not pay tax.

Terms and Conditions per attached.

RENEWAL PERIODS

FROM 08-01-2006 **TO** 07-31-2007
FROM 08-01-2007 **TO** 07-31-2008
FROM 08-01-2008 **TO** 07-31-2009
FROM 08-01-2009 **TO** 07-31-2010
FROM 08-01-2010 **TO** 07-31-2011

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		20454	\$0.000000
			Microcomputers, Handheld, Laptop, and Notebook	\$0.000000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

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EFFECTIVE BEGIN DATE: 06-24-2005
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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.



Department of Administrative Services
General Services Enterprise

Date: October 3, 2005

1305 East Walnut Street
Hoover State Office Building, Level A
Des Moines, IA 50319-0105

CONTRACT AGREEMENT
No. CT CT2940MV

SHORT FORM CONTRACT

Vendor

Tough Solutions, Inc.
39 Park Place, Ste 300
Appleton, WI 54914

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General Contract available
to all State Agencies and
political subdivisions.

CONTRACT PERIOD - Effective 6/24/05

Terminates 7/31/06

DESCRIPTION OF ITEMS CONTRACTED

Contract for Computer, Rugged Laptop and Accessories AS LISTED BELOW pursuant to the specifications, terms and conditions of Bid No. BD80500S356 and vendor's proposal on file with The Department of Administrative Services, GSE Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

This contract may be mutually renewed on an annual basis pending satisfactory contractor performance and price stability. Total contract term can not exceed six years.

This contract does not guarantee the contractor any certain volume of sales.

Invoice prices can not exceed those stated unless the contract is formally amended.

Typical delivery is 3 to 4 weeks.

Product Number	Description	Digital	Touch Screen
CF-18KHHZXBM	PANASONIC CF-18 Toughbook Computer Laptop Win-XP Service Pack 2, Pentium M 753-1.2 GHz or better, 10.4 XGA Hi-Bright Trans-missive, Touch Screen, 512MB RAM, 60GB or better, Intel Pro 802.11 a, b, and g, 3 Years Parts and Labor Warranty. INCLUDES BELOW COMPONENTS	N/A	\$5,428.36 EACH
CF-18KDHZXVM	PANASONIC CF-18 Toughbook Computer Laptop Win-XP Tablet, Pentium M 753-1.2 GHz or better, 10.4 XGA Hi-Bright, Digitizer Screen, 512MB RAM, 60GB or better, Intel Pro 802.11 a, b, and g, 3 Years Parts and Labor Warranty. INCLUDES BELOW COMPONENTS	\$5,618.36 EACH	N/A

COMPONENTS TO ABOVE CF-18 LAPTOP IF ORDERED SEPARATELY:			
Product Number	Description	Digital	Touch Screen
MEMUPGRADE-1	Toughbook 512 MB RAM Memory Upgrade Total 1024MB	\$104.67	\$104.67
GPS	Toughbook Integrated GPS	\$369.89	\$369.89
BACKLIT KEYBOARD	Toughbook Integrated Backlit Keyboard	\$240.00	\$240.00
BLUETOOTH	Toughbook Bluetooth	\$169.00	\$169.00
CELLULAR	Toughbook Integrated Cellular Modem	\$650.00	\$650.00
CF-VKBL02M	Panasonic External Backlit Keyboard	\$450.90	\$450.90
BLACK-CASE	Padded Computer Case	\$23.00	\$23.00
NP-CF18-CRADLE	Gamber Johnson Computer In-Car Cradle	\$184.00	\$184.00
Integrated	Microsoft OEM Office 2003 Professional	\$339.90	\$339.90
Integrated	Microsoft OEM Street and Trips	\$48.00	\$48.00

ADDITIONAL ADD ON OPTIONS FOR ABOVE CF-18 LAPTOP:

MEMUPGRADE-1	Toughbook 256 MB RAM Memory Upgrade Total 768MB	\$ 99.00	\$ 99.00
CF-VDRRT3W	Toughbook USB Powered CD-RW/DVD Drive	\$ 323.00	\$ 323.00
CF-VCBTB1U	Panasonic CF-18 Battery	\$ 165.00	\$ 165.00
Bronze	Panasonic Services	\$ 40.00	\$ 40.00
Silver	Panasonic Services	\$ 120.00	\$ 120.00
Gold	Panasonic Services	\$ 289.00	\$ 289.00
Battery Warrantee1	Panasonic Battery Warrantee Add One year Two Years Total	\$ 120.00	\$ 120.00
Battery Warrantee2	Panasonic Battery Warrantee Add Two years Three Years Total	\$ 200.00	\$ 200.00
CF-SVCLTEXT1Y	Panasonic One Year Warranty Extension Add One Year Provides 4 Years Total	\$ 280.00	\$ 280.00
CF-SVCLTEXT2Y	Panasonic Two Year Warranty Extension Add Two Years Provides 5 Years Total	\$ 480.00	\$ 480.00
NP-CF-18	Gamber Johnson CF-18 Full Dock Two 9 Pin Serial Ports, 4 USB, External Video, Keyboard, Speaker, and Microphone Connections, Power Supply Not Included.	\$ 285.00 Add-On	\$ 285.00 Add-On
PDSCF18DS	Ledco CF-18 Full Dock, Two 9 Pin Serial Ports, 4 USB Ports, External Keyboard, Video, Speakers, and Microphone Connections, Power Supply Not Includes.	\$ 414.50 Add-On	\$ 414.50 Add-On
PDSCF18DS-PS	Ledco CF-18 Full Dock, Two 9 Pin Serial Ports, 4 USB Ports, External Keyboard, Video, Speakers, and Microphone Connections, Includes DC Power Supply.	\$ 490.50 Add-On	\$ 490.50 Add-On
COMPUTER-LOGO-P	Iowa State Patrol or Department Logo Affixed to Computer	\$ 19.50	\$ 19.50
CASE-LOGO-T	Iowa State Patrol or Department Computer Case Logo	\$ 18.50	\$ 18.50
PA1630-759	Lind DC Power Supply	\$ 86.90	\$ 86.90
SDT1230-008	Lind Shut Down Timer	\$ 68.50	\$ 68.50
SOFTWARE ASSUR.	Software Assurance for Streets and Trips	\$ 18.00	\$ 18.00

PRODUCT NUMBER	DESCRIPTION	PRICE EA
CF-29LTQGZEM	PANASONIC CF-29 TOUGHBOOK Computer Laptop Win-XP Service Pack 2, Pentium M 778-1.6 GHz, 14.1 XGA Hi-Bright Trans-missive, Touch Screen, 512MB RAM, 80GB, Intel Pro 802.11 a,b, and g, 3 Years Parts and Labor Warranty.	\$3,590.00
	ADD ON OPTIONS TO CF-29 ABOVE:	
MEMUPGRADE256	Toughbook 256 MB RAM Memory Upgrade	\$ 99.00
MEMUPGRADE512	Toughbook 512 MB RAM Memory Upgrade	\$ 159.00
GPS	Toughbook Integrated GPS	\$ 370.00
BACKLIT KEYBOARD	Toughbook Backlit Keyboard	\$ 240.00
BLUETOOTH	Toughbook Bluetooth	\$ 169.00
CELLULAR	Toughbook Integrated Cellular Modem	\$ 650.00
CF-VKBL02M	Toughbook External Backlit Keyboard	\$ 451.00
CF-VZSU29AU	Toughbook CF-29 Battery	\$ 175.00
CF-VDR291U	Toughbook DVD-ROM-CD-R/RW Drive	\$ 250.00
CF-VDL02BMKB	Toughbook PDRC w/12.1" Touchscreen, Emissive Backlit Keyboard, and Glide Pad	\$2,050.00
NP-PAN-CRADLE	Gamber Johnson In-Car Cradle	\$ 129.00
DS-CF29ND	Ledco In-Car Cradle	\$ 249.00
NP-PANDOCK	Gamber Johnson CF-29 Full Dock Two 9 Pin Serial Ports, 4 USB, External Video, Keyboard, Speaker, and Microphone Connections, Includes Power Supply.	\$ 549.00
BOB.CF29/DC.CF29	Ledco CF-29 Full Dock, Two 9 Pin Serial Ports, 4 USB Ports, External Keyboard, Video, Speakers, and Microphone Connections, Includes DC Power Supply.	\$ 610.00
PDKMA	Ledco PDRC Mounting Hardware	\$ 298.00
PA1630-759	Lind DC Power Supply	\$ 86.90
SDT1230-008	Lind Shut Down Timer	\$ 68.50
Integrated	Microsoft OEM Office 2003 Professional	\$ 345.00
Integrated	Microsoft OEM Street and Trips	\$ 48.00
SOFTWARE ASSUR.	Software Assurance for Streets and Trips	\$ 18.00
CF-VZSU29AU	Panasonic CF-29 Battery	\$ 179.00
CF-AA1653AM	Toughbook CF-29 AC Adapter	\$ 54.00
Bronze	Panasonic Services	\$ 40.00
Silver	Panasonic Services	\$ 120.00
Gold	Panasonic Services	\$ 289.00
Battery Warrantee1	Panasonic Battery Warrantee Add One year Two Years Total	\$ 120.00
Battery Warrantee2	Panasonic Battery Warrantee Add Two years Three Years Total	\$ 200.00
CF-SVCLTEXT1Y	Panasonic One Year Warranty Extension 4 Years Total	\$ 280.00
CF-SVCLTEXT2Y	Panasonic Two Year Warranty Extension 5 Years Total	\$ 480.00
COMPUTER-LOGO-P	Department Logo Affixed to Computer	\$ 19.50

TERMS AND CONDITIONS:

- A. PRICES ARE FOB DESTINATION anywhere within Iowa.
- B. REMEDIES UPON DEFAULT - In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.
- C. FORCE MAJEURE - Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.
- D. SUBCONTRACTORS - The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.
- E. TERMINATION-NON-APPROPRIATION - Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.
- F. IMMUNITY OF STATE/FED AGENCIES - The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.
- G. ASSIGNMENT - Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.
- H. ANTI-TRUST ASSIGNMENT - For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.
- I. DELIVERY - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the

correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

- J. DELIVERY CHARGES - All delivery charges shall be to the account of the vendor whenever possible. If not, all delivery charges shall be reimbursed to the State of Iowa.
- K. NOTICE OF REJECTION - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.
- L. DISPOSITION OF REJECTED ITEM - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- M. TESTING AFTER DELIVERY - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.
- N. TITLE TO GOODS - The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances. Title to goods and Risk of loss/damage transfers from seller to buyer after delivery and the acceptance by buyer.
- O. INDEMNIFICATION - To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.
- P. NONDISCRIMINATION - The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.
- Q. WARRANTY - The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314. ALL PRODUCT CARRIES FULL USA OEM WARRANTY
- R. TAXES - The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.
- S. HAZARDOUS MATERIAL - All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.
- T. PUBLIC RECORDS - The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

U. JURISDICTION - The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

V. RECORDS RETENTION - The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

W. INDEPENDENT CONTRACTOR - The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

X. PAYMENTS - Payments via EFT or credit card is acceptable.

FOB POINT	DESTINATION
PAYMENT TERMS:	N60 days
VENDOR CONTACT:	Michael Morse
VENDOR PHONE:	920-882-3905
VENDOR FAX:	920-364-3009
VENDOR EMAIL:	morsemm@tough-solutions.com
VENDOR I.D. NO.:	20028781300

PURCHASING CONTACT:	Ashley Super
PURCHASING PHONE:	515-281-7073
PURCHASING FAX:	515-242-5974
PURCHASING EMAIL:	ashley.super@iowa.gov

COMMODITY	UNIT COST	UNIT / DESCRIPTION
20454	0.000000	See Above

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Purchase Orders to show reference to above Contract Number


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IN WITNESS WHEREOF, the parties have executed this agreement as of the date of signature by State of Iowa below.

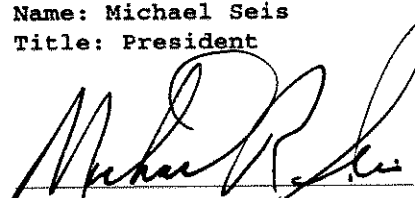
For STATE OF IOWA:
Ashley Super, PA III
Department of Admin Services

For: Tough Solutions, Inc.

Name: Michael Seis
Title: President


Signature

Date


Signature

Date



Iowa Department of
Administrative Services

General Services Enterprise

Thomas J. Vilsack, Governor
Sally J. Pederson, Lt. Governor

Mollie K. Anderson, Director
Paul F. Carlson, Chief Operating Officer

Friday, June 24, 2005

To: All Bidders via Email

RE: Bid # BD80500S356 Rugged Statewide General Contract for Rugged PCs.

NOTICE OF INTENT TO AWARD

The Iowa Department of Administrative Services announces its intent to award the aforementioned bid to the company with the lowest cost compliant proposal, Tough Solutions, Inc. subject to the execution of a written contract.

This Notice of Intent to Award is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the State and the successful vendor. The State further reserves the right to cancel the award at any time prior to the execution of a written contract.

Reference bid summary attached.

Thank you for participating in the bid process.

Sincerely,

Ashley Super, Purchasing Agent III

Phone: 515-281-7073

E-mail: Ashley.Super@iowa.gov

Bid Summary
BD80500S356

Compliant Bids:

	<u>Panasonic Toughbook 18</u>
1. Tough Solutions	\$5,428.36 each
2. Midland Computers	\$5,971.75 each
3. Portable Computer Systems	\$6,268.00 each

Non-compliant Bids:

- Howard Computers Did not include required software for GPS receiver, Bluetooth, or MS Office Suite.
- NEC No Ability to convert into a Tablet PC; weight exceeds 5 lbs.
- Motorola ML850 No Ability to convert into a Tablet PC; weight exceeds 5 lbs.
- Motorola ML900 No Ability to convert into a Tablet PC; weight exceeds 5 lbs; no GPS or Bluetooth.
- Dell Did not include GPS software or keyboard.

TOUGH SOLUTIONS

president MICHAEL SEIS

TOUGH SOLUTIONS

**Specialists
in Public
Safety
Solutions**

39 PARK PLACE
SUITE 300
APPLETON, WI 54914
TEL >> 920 882 3905 FAX >> 262 364 3009
MOBILE >> 920 540 3173
EMAIL >> MSEIS@TOUGH-SOLUTIONS.COM
WWW.TOUGH-SOLUTIONS.COM

BID # BD80500S356

In Field law Enforcement officers

Iowa State Patrol

Respectfully Submitted By:

Tough Solutions, Inc.

June 14, 2005

vice president MICHAEL MORSE

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account executive STEVEN J. VAN ACKER

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MOBILE >> 920 585 3302
EMAIL >> STEVE@TOUGH-SOLUTIONS.COM
WWW.TOUGH-SOLUTIONS.COM

<i>The undersigned bids the following and agrees to all terms and conditions stated herein.</i>	Your price EA in US Dollars	Delivery Time Business Days ARO
Unit as specified above & as offered attached:	\$5,428.36	30 Days
Optional Battery for above:	\$ 165.00	30 Days
Optional Memory Card for above:		

Prices must be **FOB Destination anywhere within Iowa**, all shipping and handling costs included, **Net 60 days payment terms**. Provide complete product data sheets with bid for all proposed products itemizing all specifications as proposed, plus complete warranty and support details. Contracted Prices shall remain firm for at least two years. Contract(s) will be awarded based on price of units that meet above specifications. The State of Iowa intends to award one contract for each make / model offered that meets the above specifications and only to the one vendor proposing the lowest price on that make / model. Contract(s) may be mutually renewable on an annual basis, not to exceed six years in total contract term, depending upon such factors as satisfactory vendor / product performance, technical support and price escalation history.

The State does not pay tax. Standard State of Iowa Terms and Conditions per attached will apply.

Submit signed Federal W9 form with bid.

Bid to be valid for 90 days. No part of your bid may be marked confidential.

All questions regarding this bid must be submitted before 6/9/05 via Email only to: ashley.super@iowa.gov

Updates to this bid will be posted at: <http://eservices.iowa.gov/rfp/>

YOUR SIGNATURE (required):



Date: 06-14-05

Name (printed): Michael R. Seis - President

Phone #: 920-882-3905

Company Name: Tough Solutions, Inc.

Fax #: 262-364-3009

Mailing Address: 39 Park Place – Suite 300 / 3029 Middle Road

FEIN # 20-0287813

City State Zip: Appleton, WI 54914 / Davenport, IA 52803

Email Address: mseis@tough-solutions.com / steve@tough-solutions.com

Bid must be received in a SEALED ENVELOPE no later than 3:00 PM CT on June 15, 2005
Sealed Envelope must be marked with Bid # and Due Date.

Submit bid only to:

Ashley Super, PAIII
Iowa Department of Administrative Services, GSE
Hoover State Office Bldg, Level A
Des Moines, IA 50319
Fax: 515-242-5974
Ph: 515-281-7073
Email: ashley.super@iowa.gov



Iowa Department of
Administrative Services
General Services Enterprise

TOUGH SOLUTIONS

39 Park Place, Suite 300
 Appleton, WI 54914
 Phone: 920-882-3905 Cell: 920-540-3173
 Fax: 920-364-3009
 E-mail: mseis@tough-solutions.com

QUOTATION

Quotation No
MS061405A

Date Issued
 6/14/2005

To: **REF. BID #BD80500S356**
Ashley Super, PAIII
Iowa Department of Administrative Service, GSE
Hoover State Office Building, Level A
Des Moines, IA 50319

Phone: 515-281-7073
 Fax: 515-242-5919
 E-mail: ashley.super@iowa.gov

Prices Held For		Account Specialist	FOB	Terms	
30 days		Michael R. Seis		Net 30	
Item	Product Number	Description	Quantity	Unit Price	Total Price
Computer					
1	CF-18FHAZXBM	Panasonic CF-18 Toughbook Computer Laptop Win-XP Service Pack 2, Pentium M 733-1.1 GHz, 10.4 XGA Hi-Bright Transmissive, Touch Screen, 512MB RAM, 60GB, Intel Pro 802.11 a,b, and g, GPS, Bluetooth, Backlit Keyboard, and EVDO WAN, or Simular.	1		
Bid Components					
2	CF-VKBL02M	Panasonic External Backlit Keyboard	1		
3	CF-WMBA40512-E	512MB RAM Memory Upgrade	1		
4	BLACK-CASE	Padded Computer Case	1		
5	NP-CF18-CRADLE	Gamber Johnson Computer In-Car Cradle	1		
6	Integrated	Microsoft OEM Office 2003 Professional	1		
7	Integrated	Microsoft OEM Street and Trips	1		
TOTAL BID PRICE					\$5,428.36
Additional Line Item Options					
8	CF-VCBTB1U	Panasonic CF-18 Battery	1	\$165.00	\$165.00
9	Bronze	Panasonic Services	1	\$40.00	\$40.00
10	Silver	Panasonic Services	1	\$120.00	\$120.00
11	Gold	Panasonic Services	1	\$289.00	\$289.00
12	Battery Warrantee1	Panasonic Battery Warrantee Add One year Two Years Total	1	\$120.00	\$120.00
13	Battery Warrantee2	Panasonic Battery Warrantee Add Two years Three Years Total	1	\$200.00	\$200.00
14	NP-CF-18	Gamber Johnson CF-18 Full Dock Two 9 Pin Serial Ports, 4 USB, External Video, Keyboard, Speaker, and Microphone Connections, Power Supply Not Included.	1	285.00 Add-On	285.00 Add-On
15	PDSCF18DS	Ledco CF-18 Full Dock, Two 9 Pin Serial Ports, 4 USB Ports, External Keyboard, Video, Speakers, and Microphone Connections, Power Supply Not Includes.	1	405.50 Add-On	405.50 Add-On
16	PDSCF18DS-PS	Ledco CF-18 Full Dock, Two 9 Pin Serial Ports, 4 USB Ports, External Keyboard, Video, Speakers, and Microphone Connections, Includes DC Power Supply.	1	479.50 Add-On	479.50 Add-On
17	COMPUTER-LOGO-P	Iowa State Patrol Logo Affixed to Computer	1	\$19.50	\$19.50
18	CASE-LOGO-T	Iowa State Patrol Computer Case Logo	1	\$18.50	\$18.50
19	PA1630-759	Lind DC Power Supply	1	\$86.90	\$86.90
20	SDT1230-008	Lind Shut Down Timer	1	\$68.50	\$68.50
21	SOFTWARE ASSUR.	Software Assurance for Streets and Trips	1	\$18.00	\$18.00



Computers for the Outside World™

The industry's most comprehensive warranty comes with around-the-clock support and an array of added-value services.

Overview

Panasonic provides a three-year limited warranty on all Panasonic notebook computers. A one-year limited warranty is provided on the Toughbook P1 and some options and accessories: batteries, RAM memory modules, non-integrated CD-ROM drives and port replicators. A full explanation of the terms and conditions of the limited warranty are contained on the green warranty card provided with every Toughbook.

Service Description

In the event of a defect in materials or workmanship, Panasonic will provide repairs at no cost for all units still under warranty. In-warranty repairs performed in the United States will also include shipping to and from our National Service Center at no cost. This warranty is extended solely to the original purchaser. A purchase receipt or other proof of purchase may be required before warranty services are rendered.

This warranty only covers failures due to defects in materials or workmanship which occur during normal use. It does not cover damage which occurs in shipment; failures which are caused by software or virus issues; operational systems or application corruptions; products not supplied by Panasonic, or failures which result from installation, alteration, accident, misuse, introduction of liquid or other foreign matter into the unit; damage that is attributable to acts of God, abuse and neglect. Additionally, improper maintenance, modification, or service by any party other than a Panasonic Factory Service Center or authorized Panasonic Service Provider will result in out-of-warranty status.

In-Warranty Repair Process

- Your company's user starts the in-warranty repair process for a Toughbook or an accessory by calling the Panasonic technical support hotline at 1-800-LAPTOP5, available 24 hours a day, 365 days a year.
- A Panasonic representative will help you determine the source of the problem. If it is determined that either a replacement part or service is required, our specialist will request the following information:
 - Name
 - Address
 - Unit model and serial number
 - Date of failure
 - Description of problem
- When a Panasonic representative determines that the unit is in-warranty and needs to be shipped to our National Service Center, your user will be provided with an authorization number and the shipping information so the unit can be shipped to our center.
- Our National Service Center will diagnose and repair your unit within two business days of receipt. And, shipping to and from our center within the United States will be at no cost.

Pricing Information

Our Standard Warranty is provided at no cost with every Toughbook for either three years or one year.

Standard warranty

Panasonic ideas for life